

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
				1		16	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 08-May-2002		4. REQUISITION/PURCHASE REQ. NO. W25PHS-2028-4776		5. PROJECT NO.(If applicable)	
6. ISSUED BY CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390		CODE DACW61		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW61-02-B-0009	
				X		9B. DATED (SEE ITEM 11) 13-Mar-2002	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>DESIGN CONSTRUCT, TEST, AND DELIVERY A 50-FT STEEL WORKBOAT</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above numbered solicitation is amended as follows:  <b>a. The date and time set for receipt of offers is changed May 29, 2002, at 1:00 p.m., local time.</b>  b. Section B, page B-1, is deleted in its entirety. Substitute therefor with the attached pages numbered B-1 and B-2, annotated Amendment 4.  c. Section C, pages C-3 and C-6 are deleted in their entirety. Substitute therefor with the attached pages numbered C-3 and C-6, annotated Amendment 0004.  d. Section F, pages F-1 through F-5 are deleted in their entirety. Substitute therefor with the attached pages numbered F-1 through F-5, annotated Amendment 4.  e. Section H, pages H-2 and H-3 are deleted in their entirety. Substitute therefor with the attached pages numbered, annotated Amendment 4.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

- f. Section I, pages numbered I-64 and I-65, attached, annotated Amendment 4, are hereby incorporated.
- g. Section M, page M-2 is deleted in its entirety. Substitute with the attached page numbered M-2, annotated Amendment 4.

Offerors must acknowledge this Amendment by either signing and returning a copy of the Amendment with their offer or by indicating receipt of this Amendment in block 14 of Standard Form 33. Failure to acknowledge this Amendment will result in rejection of the offer.

Design, Construct, Test and Deliver a Debris Management Vessel for the Corps of Engineers, Huntington District for use in support of its mission at Racine Lock & Dam, on the Ohio River, Letart, West Virginia, in accordance with the attached plans and specifications:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	50' STEEL WORKBOAT	1	VESSEL	XXXX	XXXXXXXX
0001AA	PLANNING (The submittals required for "Planning" are listed in contract clause H02.) This item is initiated by a Notice To Proceed (NTP) issued by the Contracting Officer.	1	JOB	XXXX	\$ _____
0001AB	ENGINEERING AND SCHEDULING (The submittals required for "Engineering and Scheduling are listed in contract Clause H02.) This item is initiated only by a Notice To Proceed issued by the Contracting Officer. The Contractor may not start this item until he receives a Notice To Proceed for this item.	1	JOB	XXXX	\$ _____
0001AC	CONSTRUCT, TEST AND DELIVER the vessel (The submittals for "Construct, Test and Deliver" are listed in contract Clause H02.) This item is initiated only by a Notice To Proceed issued by the Contracting Officer. The Contractor may not start this item until he receives a Notice To Proceed for this item.	1	JOB	XXXX	\$ _____
	TOTAL	1	VESSEL	XXXX	\$ _____
0002C	OPTION ITEM: CONSTRUCT, TEST AND DELIVER A SECOND, IDENTICAL VESSEL (This Item is initiated only by a contract modification)	1	JOB	XXXX	\$ _____
	TOTAL BOTH VESSELS			XXXX	\$ _____

INSERT LOCATION OF THE SHIPYARD WHERE THE WORK WILL BE PERFORMED:

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The Government may reject an offer as non-responsive if it is materially and mathematically unbalanced as to price for any offered item or combination of offered items. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

Refer to contract Section M for EVALUATION FACTORS FOR AWARD criteria.

PART I - THE SCHEDULE - SECTION C  
DESCRIPTION/SPECIFICATION/WORK STATEMENT

**C000 GENERAL**

**C001 GENERAL REQUIREMENTS**

**A. INTENT**

The Marine Design Center (MDC) of the U.S. Army Corps of Engineers (USACE) has issued this solicitation to acquire one 50' workboat to serve the U. S. Army Corps of Engineers, Huntington District in support of its mission at Racine Lock & Dam on the Ohio River.

The workboat shall be a twin-screw, open propeller diesel powered vessel with an all-welded steel hull and superstructure. The operator height-of-eye shall be a minimum of 17'-6" feet above the waterline.

The vessel design and construction shall be based on these specifications and the contract reference drawings. The contract reference drawings are As-built drawings of two identical 50 foot workboats that were delivered to Huntington District in 1998.

A second, identical vessel may be procured as an option by the Government once a contract has been awarded. If awarded, the option vessel shall be delivered to same location as the first vessel. Since the option vessel is intended to be identical to the first vessel, no additional engineering submittals are required for this vessel. All final Deliverables, per Clause H02, shall be provided with an option vessel, if awarded.

**B. MISSION**

The workboat will be assigned to the Racine Lock & Dam Project on the Ohio River. The primary mission of the workboat will be year-round support to maintenance efforts at the lock and dam site. The workboat will be utilized to transport personnel and equipment for inspections, maintenance and emergency operations. The vessel will also be required to move various work barges around the project site in order to support the maintenance activities.

**C. OPERATION PROFILE**

The workboat shall be suitable for year-round operation in both shallow, and ice and drift-strewn rivers of the Ohio River and connecting tributaries. For maintenance support, the vessels require stability, good maneuverability, and excellent visibility from the pilothouse. The vessel is intended for year-round service; therefore, reliability and ease of required maintenance are very important.

## C006 VESSEL IDENTIFICATION

The vessel(s) to be acquired through this solicitation has been assigned the following name and Marine Design Center hull and project number:

Base Vessel:	MDC Hull Number	654
	MDC Project Number	2571
	Vessel Name	To Be Determined
Option Vessel:	MDC Hull Number	To Be Determined
	MDC Project Number	To Be Determined
	Vessel Name	To Be Determined

The MDC hull number shall be used in lieu of an "Official Number."

## C010 DEFINITIONS

CONTRACTING OFFICER (K.O.) - A person with the authority to enter into, administer and/or terminate contracts and make related determinations and findings.

COR - Contracting Officer's Representative - a member of the contract management and quality assurance team authorized by the Contracting Officer to perform certain administrative and managerial duties. A copy of the COR's authority letter shall be furnished to the Contractor.

USACE - Acronym for United States Army Corps of Engineers.

MDC - Acronym for Marine Design Center.

GFE - Acronym for Government-Furnished Equipment.

## C025 CONTRACTOR QUALITY STANDARDS

### A. GENERAL

All articles, fittings, equipment, machinery, materials and supplies used in the construction and outfitting of the vessel shall be new, free of defects and imperfections, and be the standard product of reputable manufacturers. All items shall be suitable for marine application and meet the latest requirements of standard specifications published by national authorities. No salvaged materials shall be used in the works. Spare parts and service shall be readily obtainable.

During construction and before delivery, protection shall be provided for the vessel and all associated items intended for use on the vessel.

PART I - THE SCHEDULE - SECTION F  
DELIVERY OR PERFORMANCE

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## PART I - THE SCHEDULE - SECTION F DELIVERIES OR PERFORMANCE

### **F01 PERFORMANCE**

#### **TIME OF DELIVERY**

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE			
ITEM NUMBER	DESCRIPTION	QUANTITY	WITHIN DAYS AFTER DATE OF NOTICE TO PROCEED
0001AA	PLANNING	1 job	30 Calendar days
0001AB	ENGINEERING AND SCHEDULING	1 job	120 calendar days
0001AC	CONSTRUCT, TEST AND DELIVER	1 job	270 calendar days
0002C	CONSTRUCT, TEST AND DELIVER	1 job	330 calendar days

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or a proposed delivery schedule, if it is an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.



OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	DESCRIPTION	QUANTITY	WITHIN DAYS AFTER DATE OF NOTICE TO PROCEED
0001AA	PLANNING	1 job	
0001AB	ENGINEERING AND SCHEDULING	1 job	
0001AC	CONSTRUCT, TEST AND DELIVER	1 job	
0002C	CONSTRUCT, TEST AND DELIVER	1 job	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of Notice To Proceed rather than the date the written notice is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding five days for delivery of the award through the ordinary mails. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

For the purposes of estimating the phase completion and contract completion dates, the Contractor should take into account the time required to review the Contractor's submittals and the time between phases required to issue a Notice To Proceed. Refer to Clause H01 for additional explanation.

**F02 PLACE OF DELIVERY**

The Contractor shall deliver **both** vessels afloat and ready for service at the following location:

U.S. Army Corps of Engineers  
U.S. Army Engineer District, Huntington  
Racine Lock & Dam  
West Virginia  
*Mile number 238 on the Ohio River*

**F03 NOT USED**

**F04 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT**

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of:

For Line Item 0001AA; .....\$ 000.00  
For Line Item 0001AB; .....\$ ~~400~~ 400.00  
For Line Item 0001AC; .....\$ ~~850~~ 850.00  
**For Line Item 0002C; .....\$ ~~850~~ 850.00**

Except that a maximum assessment will be made corresponding to a delay of:

For Line Item 0001AA; ..... 00 calendar days  
For Line Item 0001AB; ..... 30 Calendar Days  
For Line Item 0001AC; ..... ~~30~~ 90 Calendar Days  
**For Line Item 0002C; ..... ~~30~~ 90 Calendar Days**

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Termination for Default - Fixed Price, Supply and Services clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination for Default - Fixed Price, Supply and Services clause of this contract.

## **PART I - THE SCHEDULE - SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H01 CONTRACT ORGANIZATION**

#### **a. PLANNING**

Planning is line item 0001AA of the contract and commences only after receipt by the contractor of a Notice of Contract Award (Award) and a Notice To Proceed (NTP) with contract line item 0001AA. In this first phase of the contract, the Contractor is required to present planning information that demonstrates a logical, orderly and workable approach to the contract. The Contractor is not authorized to begin the engineering and scheduling until this phase of the project is completed, and the planning documents are approved by the COR, at which time an additional Notice To Proceed will be issued.

#### **b. ENGINEERING AND SCHEDULING**

Engineering and Scheduling is line item 0001AB of the contract and commences only after receipt by the Contractor of a Notice To Proceed with contract Line Item 0001AB. In this second phase of the contract, the Contractor is required to complete the design, perform other production engineering, and develop the contract schedule. The Contractor is not authorized to begin physical construction until this phase of the project is completed, and the engineering and scheduling documents are approved by the COR, at which time an additional Notice To Proceed will be issued.

#### **c. CONSTRUCT, TEST AND DELIVER**

Construct, Test, and Deliver ~~are~~ is line items 0001AC and 0002C of the contract, and commences only after completion of the Engineering and Scheduling phase and receipt by the Contractor of Notice To Proceed with Line Item 0001AC and 0002C, respectively. During this third phase of the contract, necessary records and scheduling documents shall be completed, the vessel shall be constructed, tests and trials performed, physical delivery shall be made, and the vessel shall be inspected, tested and accepted at the delivery location. This phase of the contract is completed with receipt by the Contractor of a letter of FINAL ACCEPTANCE and submittal of all final documents.

d. PHASE SEQUENCING

It is intended that the three phases for the vessel will be performed sequentially.

The time allotted for each phase spans an interactive process involving both the Contractor and the Government. This process includes preparation, review and approval of the phase submittals, contract administration, mailing, preparation and issuance of Notices To Proceed.

In order for the Contractor to plan the work and for the Government to properly apply Termination Clauses, a graphic identifying the sequence milestones and the performance period allotted to each milestone for CLIN 0001 has been developed and is shown on a following page.

The graphic shows the three basic contract phases. Each contract phase is further subdivided into the milestones that must be completed within each phase and the amount of time allowed to accomplish each. Note that the total time allowed for each phase of the contract matches the "REQUIRED DELIVERY SCHEDULE" in Clause F01. The graphic will be updated to reflect the successful offeror's proposed schedule if it is shorter than the required schedule.

The milestones and periods of performance identified in the graphic are contract requirements.

The Contractor must be aware that the quality, completeness and detail of the submittals have a direct bearing on the approval process. Extended review iterations will extend the time necessary to receive approval of the submittals and will subject the contractor to assessment of Liquidated Damages or Termination for Default.

Refer to Clause H05 for information concerning the submittal review process.

If the option line item 0002C is awarded, a notice to proceed with that line item will be issued following successful completion of item 0001AB, Engineering and Scheduling. Line Item 0001BC Construct, Test & Deliver is not shown graphically.

**52.217-7 Option for Increased Quantity -- Separately Priced Line Item (Mar 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 75 calendar days from date of award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**52.232-5002 Continuing Contracts (Alternate) (Mar 1995) EFARS**

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$500,000.00 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the

contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract

**52.217-5 Evaluation of Options (Jul 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**M01 LOWEST RESPONSIVE RESPONSIBLE BIDDER**

Award will be made as a whole to the lowest, responsive and responsible bidder whose total bid, conforming to the Invitation For Bids, will be most advantageous to the Government, price and other factors considered.

**M02 DELIVERY SCHEDULE**

Bids which indicate inability to meet the delivery schedule as stated in Section F will be non-responsive.

**M03 PLACE OF DELIVERY**

Bids submitted on the basis other than f.o.b. destination as stated in Section F will be rejected as non-responsive.